

DeLaval

Data Processing Agreement

This Data Processing Agreement (the “**DPA**”) shall apply when a DeLaval Group entity (“**DeLaval**”) processes personal data on behalf of a DeLaval end customer or distributor (the “**Controller**”).

BACKGROUND

DeLaval has, under a separate agreement (the “**Service Agreement**”), agreed to provide certain software and/or services (the “**Services**”) to the Controller. In the course of providing the Services, DeLaval may process (e.g. collect, generate, hold, use and reproduce) information defined as personal data under the EU General Data Protection Regulation 2016/679 (the “**GDPR**”), information defined as personal information under the California Consumer Privacy Act of 2018, or personally data that is otherwise protected by any applicable data privacy laws or regulations (the “**Personal Data**”).

DATA PROCESSING

To the extent DeLaval process any Personal Data on behalf of Controller, DeLaval shall:

- (a) process Personal Data only on documented instructions from Controller, including with regard to transfers of Personal Data outside of geographical region from which the Personal Data originated;
- (b) inform Controller if, in DeLaval’s opinion, Controller’s instructions to DeLaval infringes applicable data protection law;
- (c) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- (e) notify Controller without undue delay after becoming aware of any accidental or unlawful destruction, loss or alteration of Personal Data or of any unauthorised disclosure of, or access to, Personal Data (a “**Personal Data Breach**”);
- (f) upon Controller’s request, and taking into account the nature of processing and the information available to DeLaval, assist Controller (by appropriate technical and organisational measures, insofar as this is possible) in relation to Controller’s obligations pursuant to applicable data protection law;
- (g) at the choice of Controller, delete or return all Personal Data to Controller after the end of the provision of Services, and delete existing copies, unless European Union or Member State law requires storage of the Personal Data;
- (h) upon Controller’s request, make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA; and
- (i) upon reasonable notice, allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller, but only if (i) DeLaval fails to provide provided sufficient evidence of its compliance with the obligations laid down in this DPA, (ii) the Controller’s data protection authority has requested an audit to be carried out, (iii) mandatory law provides Controller with a direct audit right; or (iv) a Personal Data Breach has occurred.

Unless otherwise agreed, DeLaval may charge reasonable fees for any assistance provided according to sections (i) above. If, at any time, the assistance provided according to sections (f) through (h) requires more than 8 hours of work in any given week, DeLaval may charge reasonable fees for such assistance (>8h), provided that DeLaval should provide Controller with an estimate of the fees before carrying out billable work.

As part of the delivery of Services to Controller, DeLaval may make use of sub-contractors. DeLaval shall inform Controller of any intended changes concerning the addition or replacement of sub-contractors that may process Personal Data, thereby giving Controller the opportunity to object to such changes and ensure that the data processing obligations set out in this DPA are imposed on any such sub-contractors by way of written contract(s).

MISCELLANEOUS

This DPA remains in effect until the provision of the Services has expired or terminated and DeLaval no longer has access to any Personal Data.

Controller acknowledges and agrees that DeLaval and DeLaval's affiliates may process Personal Data on its own behalf. In relation to such processing, the applicable data and privacy statement made available on <http://www.delaval.com/legal/> shall apply instead of this DPA.

DeLaval shall not be liable for indirect, special or consequential loss or damage, for loss of profit, loss of production, loss of use, loss of revenue, loss of business or loss of goodwill. The maximum aggregate liability of DeLaval is limited to the amount paid under the Service Agreement during the 12 months preceding the event or series of events giving rise to the relevant claim.

To the extent there is any conflict or inconsistency between the provisions of this DPA and the provisions of any other agreement between the Parties, the provisions this DPA shall prevail.

If any provision of this DPA is found to be invalid or unenforceable, the remaining provisions shall remain effective and such provision shall be replaced with another provision consistent with the purpose and intent of this DPA.

Neither Party shall assign or attempt to assign or otherwise transfer any right or obligation arising out of this DPA without prior written consent from the other Party.

No addition or modification of this DPA shall be effective or binding on either Party unless confirmed by a written document duly executed by authorised representatives of each Party.

Notices under this DPA are considered valid if sent by email (scanned document sent to the principal point of contact of the other Party) or by registered mail or personal service to the registered address of the other Party.

GOVERNING LAW AND DISPUTE RESOLUTION

This DPA and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the same laws as govern the Service Agreement (or, if not specified in the Service Agreement, the laws of Sweden) and any dispute, controversy or claim arising out of or in connection with this DPA or any non-contractual obligation arising out of or in connection with it, or the breach, termination or invalidity thereof, shall be settled in accordance with the dispute resolution procedure set forth in the Service Agreement (or, if not specified in the Service Agreement, the courts of Sweden).
